

**Attachment 6
GOAL Academy Waiver Request**

AUTOMATIC WAIVERS

State Statute Citation	Description
<i>C.R.S. § 22-32-109(1)(f)</i>	Local Board duties concerning selection of staff and pay
<i>C.R.S. § 22-32-109(1)(t)</i>	Determine educational program and prescribe textbooks
<i>C.R.S. § 22-32-110(1)(h)</i>	Local Board powers-Terminate employment of personnel
<i>C.R.S. § 22-32-110(1)(i)</i>	Local Board duties-Reimburse employees for expenses
<i>C.R.S. § 22-32-110(1)(j)</i>	Local Board powers-Procure life, health, or accident insurance
<i>C.R.S. § 22-32-110(1)(k)</i>	Local Board powers-Policies relating the in-service training and official conduct
<i>C.R.S. § 22-32-110(1)(ee)</i>	Local Board powers-Employ teachers' aides and other non-
<i>C.R.S. § 22-32-126</i>	Employment and authority of principals
<i>C.R.S. § 22-33-104(4)</i>	Compulsory school attendance-Attendance policies and
<i>C.R.S. § 22-63-301</i>	Teacher Employment Act - Grounds for dismissal
<i>C.R.S. § 22-63-302</i>	Teacher Employment Act-Procedures for dismissal of teachers
<i>C.R.S. § 22-63-401</i>	Teacher Employment Act-Teachers subject to adopted salary
<i>C.R.S. § 22-63-402</i>	Teacher Employment Act-Certificate required to pay teachers
<i>C.R.S. § 22-63-403</i>	Teacher Employment Act-Describes payment of salaries
<i>C.R.S. § 22-1-112</i>	School Year-National Holidays

NON-AUTOMATIC WAIVERS

State Statute Citation	Description
<i>C.R.S. § 22-9-106</i> <i>C.R.S. § 22-9-107</i>	Local Boards of education—duties—performance evaluation system—repeal and School District Personnel Performance Evaluation Council's duties.
<i>C.R.S. § 22-2-112(1)(q)(I)</i>	Commissioner-Duties (reporting performance evaluation ratings)
<i>C.R.S. § 22-32-109(1)(n)(I)</i>	Local Board Duties Concerning Teacher-Pupil Contact Hours
<i>C.R.S. § 22-32-109(1)(n)(II)(A)</i>	Teacher-Pupil Contact Hours
<i>C.R.S. § 22-32-109(1)(n)(II)(B)</i>	Adopt District calendar
<i>C.R.S. § 22-63-201</i>	Employment - license required - Exception
<i>C.R.S. § 22-63-202</i> <i>C.R.S. § 22-63-203,</i> and <i>C.R.S. § 22-63-203.5</i>	Teacher Employment Act - Contracts in writing, damage provision, Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal, and Nonprobationary portability
<i>C.R.S. § 22-63-206</i>	Teacher Employment, Compensation and Dismissal Act

C.R.S. § 22-63-204	Employment – Interest prohibited
C.R.S. § 22-63-103 (10)	Teacher Employment, Compensation, and Dismissal
C.R.S. § 22-32-109.8 and C.R.S. § 22-32-109.9	Fingerprinting Fingerprinting
C.R.S. § 22-32-109(1)(b)	Local Board duties concerning competitive bidding
C.R.S. § 22-32-110(1)(y)	School Accepting gifts, donations, grants
C.R.S. § 22-60.5-301	Colorado Educator Licensing Act – Principals & Administrators
C.R.S. § 22-32-134.5, C.R.S. § 22-32-134.5, and C.R.S. § 22-32-136	Healthy beverages policy Children’s nutrition- healthful alternatives and Children’s nutrition- no trans fats in school foods
C.R.S. §22-33-105(7)(b)	Process for disciplinary appeals
CRS § 22-33-107 and CRS § 22-33-108(4)-(5)	Compulsory School Attendance - Attendance Policies and excused absences Judicial Proceedings - Conduct/Discipline
C.R.S. §22-32-110(1)(kk)	Electronic Records or Signatures

1. C.R.S. § 22-9-106 and C.R.S. § 22-9-107: Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties

These statutes allow a charter school to implement their own performance evaluations and not to have to report those evaluation ratings.

Rationale: GOAL Academy’s (“GOAL”) administration must have the ability to perform the evaluations of all personnel. Should the administration not have a Type D certificate, this should not preclude him or her from administering the evaluations. The GOAL Board must also have the ability to evaluate its Chief Executive Officer. Additionally, GOAL should not be required to report their teacher evaluation ratings as a part of the Commissioner’s report as required by C.R.S. § 22-2-112(1)(q)(I).

Plan: GOAL will use its own evaluation system as agreed to in the charter contract with D49 and therefore should not be required to report their teacher evaluation data. GOAL’s evaluation system will continue to meet the intent of the law as outlined in the statute. The methods used for GOAL’s evaluation system will include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards

established in SB 10-191. Also, the evaluation data will be used to inform professional development decisions for each teacher. Core course level participation will continue to be reported Pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

How the Impact of the Waivers Will Be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to GOAL, as set forth in the charter contract.

Expected Outcome: With this waiver, GOAL will be able to implement its program and evaluate its teachers in a manner that produces greater accountability to the school. This will benefit staff members as well as students and the community.

Duration of the Waivers: GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2028.

2. **C.R.S. § 22-32-109(1)(n)(I), C.R.S. § 22-32-109(1)(n)(II)(A), and C.R.S. § 22-32-109(1)(n)(II)(B): School Board’s duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.**

Rationale: GOAL will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will comply with state requirements.

Replacement Plan: A finalized calendar and school day for GOAL (including teacher-pupil contact hours) will be officially adopted each year by the Board of GOAL that meets the requirements set forth in statute.

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

How the Impact of the Waivers Will Be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to GOAL as set forth in the charter contract.

Expected Outcome: As a result of this waiver, GOAL will be able to operate under its own schedule, which is vital to the success of its program.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2028.

3. **C.R.S. § 22-63-201: Employment - license required – Exception**

Rationale: GOAL’s administration will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules, regulations, and providing its own training. Therefore, GOAL requests that these statutory obligations are waived, and the duties are delegated from the D49 Board of Education to the GOAL Chief Executive Officer and Governing Board. The success of GOAL depends in large part on its ability to select, employ, pay, train, and direct its own staff.

Replacement Plan: All GOAL staff will receive an offer of employment letter and a copy of the GOAL Employee Handbook, which details the procedures and policies that will govern their employment at GOAL. Each employee will sign an Employee Statement of Acknowledgement that states that they have read and understood GOAL’s employment policies. These policies will meet or exceed state requirements, including a requirement that teachers demonstrate that they are in-field, defined as follows: a teacher is in-field if she or he meets at least one of the following criteria: 1) Holds a BA or higher in the relevant subject area; 2) has completed 36 semester credit hours in the subject matter to be taught; or 3) has a passing score on a State Board approved content exam in the relevant subject area.

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

How the Impact of the Waivers Will Be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to GOAL as set forth in the charter contract.

Expected Outcome: As a result of these waivers, GOAL will be able to employ professional staff possessing unique skills and/or backgrounds, filling all staff needs.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

4. **C.R.S. § 22-63-202, C.R.S. § 22-63-203, and C.R.S. § 22-63-203.5**

C.R.S. § 22-63-202: Requires a written employment contract with teachers and chief administrative officer to include a damages provision. Provides for temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203.5 and C.R.S. § 22-63-203.5: These sections establish specific requirements for the employment of probationary teachers and the renewal or not, of their contracts.

Rationale: GOAL should be delegated the authority from D49 to develop its own employment agreements and terms and conditions of employment. GOAL will be operating differently from other schools, with a unique curriculum for which having the proper teaching staff is essential. Not every teacher and chief administrative officer who is successful in a traditional public school will be successful at GOAL. Almost all employees of GOAL will be employed on an at-will basis using employment agreements that comply with all statutory requirements.

Replacement Plan: A GOAL specific employment agreement which requires annual renewal and addresses payment of salaries upon termination of employment will be used. Said agreement would follow GOAL Board Policies.

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact on D49's budget and will have a positive impact on GOAL's budget.

How the Impact of the Waivers Will Be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to GOAL, as per the charter contract.

Expected Outcome: As a result of these waivers, GOAL will be able to employ professional staff possessing unique skills and/or backgrounds, filling all staff needs.

Duration of the Waivers: GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2028.

5.C.R.S. § 22-63-206: Teacher Employment, Compensation, and Dismissal Act (substantive); Permits transfer of teachers between schools upon recommendation of District's chief administrative officer.

Rationale: GOAL has been granted the authority under its charter contract to select its own teachers. D49 should not have the authority to transfer its teachers into GOAL or transfer teachers from GOAL to other D49 schools.

Replacement Plan: GOAL will hire teachers on a "best qualified" basis. Teachers who wish to transfer from GOAL may follow D49 procedures.

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

How the Impact of the Waivers Will Be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to GOAL, as per the charter contract.

Expected Outcome: GOAL expects that as a result of this waiver it will be able to manage its own personnel affairs, consistent with the terms of the charter contract and the Colorado Charter School Act.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2028.

6. **C.R.S. § 22-63-204: Employment – Interest prohibited**

Rationale: As provided for in the Charter Contract, all staff employed at GOAL are employees of GOAL and not of D49. As a result, the authority of the employing board to provide written consent in these matters should be transferred to GOAL.

Replacement Plan: The GOAL Board will use its own policies consistent with the Charter Contract .

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact on D49's budget and will have a positive impact on the GOAL budget.

How the Impact of the Waivers Will Be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to GOAL, as per the charter contract.

Expected Outcome: As a result of the waiver, the GOAL Board will have the latitude to raise and expend funds as needed and will be able to act more quickly while maintaining accountability.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2028.

7.C.R.S. § 22-63-103 (10): Teacher Employment, Compensation, and Dismissal - Definitions - Substitute Teacher; This section describes a substitute teacher and the qualifications of such.

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The GOAL administration shall have the authority to select part-time and substitute teachers.

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

How the Impact of the Waivers Will Be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to GOAL, as per the charter contract.

Expected Outcome: As a result of this waiver, GOAL will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

Duration of the Waivers: GOAL requests that the waiver be for the duration of its contract with D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2028.

8. **C.R.S. §22-32-109.8 and C.R.S. § 22-32-109.9:** Require Boards of Education to make certain inquiries and background checks before hiring applicants; requires the Board of Education to investigate allegations of child or sexual abuse; requires the applicant to submit fingerprints and certify no convictions; provide for district to require certified personnel to submit fingerprints in certain instances.

Rationale: GOAL will hire its own employees and therefore should be delegated the responsible from its authorizer to comply with these provisions for its own employees so that all required inquires and, background checks can be conducted in a timely and efficient manner.

Replacement Plan: GOAL will conduct all inquiries and background checks in compliance with these statutes before hiring new employees.

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact on the budgets of D49 or GOAL.

How the Impact of the Waivers Will Be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to GOAL, as per the charter contract.

Expected Outcome: As a result of these waivers, GOAL will be responsible for completing its own background checks.

Duration of the Waivers: GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2028.

9. **C.R.S. Section 22-32-109(1)(b) Local board duties concerning competitive bidding**

Rationale: GOAL requests sole discretion in all competitive bidding policies in order to make sure that the school is able to acquire the goods and services that best meet the needs of its students in the most efficient possible manner.

Replacement Plan: The board of GOAL has developed, adopted, and implemented its own financial policies, rules and regulations, including those for the competitive bidding process.

Financial Impact: GOAL anticipates that the requested waiver will have no financial impact upon the budgets of D49 or GOAL.

How the Impact of the Waivers Will be Evaluated: Since this area has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this charter contract.

Expected Outcome: As a result of this waiver, GOAL will be able to purchase goods and services that meet its needs and support its operational needs.

Duration of the Waivers: GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for three academic operating years, through June 30, 2028.

10. **C.R.S. Section 22-32-110(1)(y) School Accepting gifts, donations, grants**

Rationale: In order to ensure the GOAL is able to operate critical aspects of its model outside of its core program, the school engages in fund development efforts. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, the schools occasionally receive gifts, which can be used to further support the program. It is the responsibility of the school to engage in responsible fundraising efforts and to receive and execute gifts, donations and/or grants in alignment with the donors' wishes along with local, state and federal laws. In cases of giving in which funds are unrestricted, the school, with the support of the school's board and finance committee, determines the most effective use of the funds.

Replacement Plan: GOAL's Fiscal Policies and Procedures Handbook outlines its policies.

Financial Impact: GOAL anticipates that the requested waiver will have a positive impact on the budget of GOAL and will no financial impact on the budgets of D49.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance of the school and its staff, as per this Charter School Agreement.

Expected Outcome: As a result of this waiver, the school will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.

Duration of the Waivers: GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

11. **C.R.S. § 22-60.5-301:** Colorado Educator Licensing Act -Principals & Administrators

Rationale: The unique curriculum and methods required to supervise and manage GOAL could limit the pool of potential candidates for school administrator positions if potential candidates must also be state licensed and/or certified.

Replacement Plan: The GOAL Board will hire school administrators who will further the vision, mission, goals, and objectives of the School. The school administrators will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The School seeks to attract school administrator from a wide variety of backgrounds, including but not limited to, teachers and persons with school administration or other professional experience.

Financial Impact: GOAL anticipates that the requested waivers will have no financial impact on D49's or GOAL's budget.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as set forth in school policy and through the Charter School Agreement.

Expected Outcome: As a result of this waiver, GOAL will set its own policies in keeping with the vision and mission as stated in the Charter School Contract.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

12. **C.R.S. Section 22-32-134.5, 22-32-136, 22-32-136.3:** Children's nutrition and Healthy Beverages Policy; Children's nutrition- healthful alternatives; and Children's nutrition- no trans fats in school foods

Rationale: GOAL will be operating independently from other schools in D49 and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Contract. GOAL may establish agreements with food vendors to serve food at its drop-in centers.

Replacement Plan: GOAL encourages its students to have the freedom and opportunity to make healthy lifestyle choices, which are particularly important for an online school that whose students have more freedom and flexibility than traditional school students. GOAL will adopt its own policies concerning healthy environments and education for children that meet or exceed the intent of the law. The Board of Directors of GOAL will adopt policies and the CEO will prescribe rules and regulations to meet the intent of promoting healthy lifestyles among its students. GOAL will meet federal standards related to this statute.

Financial Impact: GOAL anticipates that the requested waivers will have no financial impact on D49 or GOAL.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school as set forth in school policy and through the Charter School Contract.

Expected Outcome: As a result of this waiver, GOAL will set its own policies in keeping with the philosophy and mission as stated in the Charter School Contract.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

14. C.R.S. §22-33-105(7)(b) Process for disciplinary appeals

Rationale: As a Charter School responsible for creating and adopting a student code of conduct and Attendance Policy the GOAL governing board must have the ability to hear disciplinary and related appeals under C.R.S. §22-33-105(2)(c).

Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration and directs GOAL to approve a student code of conduct, which is consistent with state law; however, as opposed to the District carrying out the functions of a school district and its board, the governing board of GOAL will carry out those functions. To ensure that GOAL is meeting the intent of the law, GOAL will involve its legal counsel in any appeals to the governing board to ensure that students are being afforded appropriate due process. GOAL will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by the District. In addition, GOAL will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

Financial Impact: The School anticipates that the requested waivers will have no financial impact on the D49 or GOAL.

How the Impact of the Waiver Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both the District and the School's governing board. In addition, the School's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission.

Expected Outcome: The outcome will be a fair and supportive process for the School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by the District.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

15. **CRS § 22-33-107 Enforcement of Compulsory School Attendance; CRS § 22-33-108(4)-(5) Judicial Proceedings - Conduct/Discipline**

Rationale: D49 does not have the capacity to manage school-attendance issues at each of its charter schools, particularly a multidistrict online school such as GOAL. Therefore, GOAL must have its own policies and procedures to address these issues. Under C.R.S. 22-33-108(4) and CRS 22-33-108(5) only a school district may initiate truancy proceedings. It is GOAL's intent to follow the general assembly's intent and enforce the compulsory school attendance requirements outlined within statute.

Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration. To ensure that the school is meeting the intent of the law, the School will involve its legal counsel in any appeals to the governing board to ensure that students are being afforded appropriate due process. GOAL shall designate one or more employees to act as attendance officers for the School. The attendance officer shall counsel students and parents and investigate the causes of nonattendance. GOAL shall adopt and implement policies and procedures concerning school attendance and the attendance officer or the attorney for GOAL may bring and represent GOAL in proceedings for the enforcement of the compulsory attendance provisions outlined in state statute, including truancy proceedings.

Financial Impact: The School anticipates that the requested waivers will have no financial impact on D49 or GOAL.

How the Impact of the Waiver Will be Evaluated: GOAL will be required to record all data involving truancy with access for review by both D49 and the school's governing board.

Expected Outcome: As a result of this waiver, the school expects it will be able to offer a more meaningful post-secondary education readiness program for its students, aligned with the school's mission and vision and meeting the intent of these statutes and rules.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

16. **C.R.S. §22-32-110(1)(kk) Electronic Records or Signatures**

Rationale: A waiver from these statutes allows a charter school to implement its own procedures for the authorization of electronic records or signatures.

Replacement Plan: GOAL uses its own standard operating procedures for the authorization of electronic records or signatures, and consults with the school district and the latest security information available as needed to ensure best practices are used.

Financial Impact: The School anticipates that the requested waivers will have no financial impact on the D49 or GOAL.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the usefulness, frequency, and effectiveness of electronic records and signatures used.

Expected Outcome: With this waiver, the School will be able to implement its office procedures effectively and efficiently. This benefits the School staff, which provides more time to address students' needs.

Duration of the Waiver: GOAL requests that the waiver be for the duration of its contract with the D49. Therefore, the waiver is requested for five academic operating years, through June 30, 2028.

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